

**DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
UNILATERAL AMENDMENT No. 18-01**

This Unilateral Amendment No.FY18-01 (Unilateral Amendment) modifies Contract # 530-12-0224-00001(Contract) and is entered into by the Texas Department of Family Services (DFPS) and Texas Juvenile Justice Department (TJJD) for providing Foster Care Maintenance, Administration, and Training services to IV-E eligible clients by TJJD.

I. Purpose.

As provided for in Section 6 of DFPS Interagency and Interlocal Uniform Terms and Conditions, which is incorporated as part of this Contract, DFPS is unilaterally amending this Contract to add provisions required in Article Ride V, Rider 8. Pursuant to S.B. 1 Texas 85th Regular Legislative Session.

II. Effect of Amendment on Contract.

- a. Section 1 of Statement of Work is amended to add the following subsection 1.9:
1.9 Article Ride V, Rider 8. Pursuant to S.B. 1 Texas 85th Regular Legislative Session, Article V Rider 8 DFPS and TJJD will coordinate to maximize the use of Title IV-E Federal Funds to the extent authorized or allowed by state and federal law.
- b. Unless otherwise modified, the terms and conditions of the Contract will remain in full force and effect.
- c. This Unilateral Amendment is effective 8/1/2018

Texas Department of Family and Protective Services



Signature

Printed Name: Quynh-Nhi Ge

Title: Contract Manager

8-1-18

Date

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ARTICLE 1 - Statement of Work

- 1.1 Program Components.** Contractor shall provide all necessary and appropriate services for its Title IV-E Federal Financial Participation in cooperation with DFPS and HHSC. Contractor shall provide and administer a Title IV-E foster care maintenance, administrative and training services program for the benefit of Clients. Contractor will conduct training, pre-certification, and submit completed applications from the juvenile probation departments and TJJD. Such program must include, at a minimum the following components; (i) training; (ii) pre-certification eligibility reviews; (iii) a case review system; and (iv) reunification/pre-placement prevention services, e.g., elements found in 45 CFR 1356.60(b). Contractor shall ensure that personnel are trained for determination of Client Service needs in accordance with Article 1.5 and Attachment 5.
- 1.2 Client Information System.** Contractor shall maintain a client information system that includes a tracking system that complies with the requirements of Section 422 of the Social Security Act (42 USC §622) and collects the following information for all Clients who are currently in foster care placements or have been in foster care placements within the immediately preceding 12 months: (i) status; (ii) demographic characteristics; (iii) location; and (iv) permanency goals for placement of each Client who has been in substitute care for the preceding twelve months. Contractor will cooperate with DFPS to ensure that all required AFCARS Foster Care Data Elements (Attachment 2) are provided to DFPS for inclusion into IMPACT.
- 1.3 Contracted Residential Facilities File Transfer.** DFPS shall provide to Contractor via File Transfer Protocol ("FTP") a UNIX-compatible automated list of all residential child care facilities ("Facilities") under contract with DFPS that are qualified for Title IV-E federal financial participation. These Facilities may be used by Claimants for the placement of Clients, unless otherwise notified by DFPS.
- 1.4 Contracts With Non-DFPS Facilities.** Contractor shall be responsible for the utilization of the DFPS approved process, developed with the assistance of DFPS, for reviewing and approving facilities that do not contract with DFPS for services to children who meet Title IV-E eligibility criteria.
- 1.5 Standards for Juvenile Boards and Other Claimants.** Contractor shall require Claimants to adhere to any applicable contractor regulatory standards or policies currently in place or as subsequently modified, including but not limited to the following:
- 1.5.1 Case Review System.** Contractor will implement a case review system meeting the requirements of 42 USC §675(5) and other applicable legal requirements.
- 1.5.2 Regulatory Standards for Claimants –** Contractor shall adopt and implement policies requiring Claimants at a minimum:
- 1.5.2.1** Maintain for each Client, a case plan meeting the requirements of 42 USC §675(1);
- 1.5.2.2** Implement a reunification program and pre-placement prevention program that meets the requirements of 42 USC §622(b)(6)(A)(iv);
- 1.5.2.3** Implement a disposition hearing system and procedural safeguards for parents/legal conservators of Clients meeting the requirements of §422 of Title IV-B of the Social Security Act and other applicable legal requirements; and

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- 1.5.2.4** Comply with the applicable regulatory requirements set forth in Attachment 1, which is attached hereto and incorporated herein by this reference.
- 1.5.3 Standards for Residential Care Contracts.** Contractor shall adopt and implement policies requiring that Claimants' contracts for residential child care services to Clients:
- 1.5.3.1** Require Facilities to comply with the DFPS Minimum Standards for General Residential Operations and Residential Treatment Centers (Minimum Standards) and the Contracted Components of Care (Attachment 3) incorporated herein by this reference;
 - 1.5.3.2** Provide for monitoring of Facilities in accordance with the requirements of 1.6 below; and
 - 1.5.3.3** Require that Facilities comply with applicable state and federal laws and regulations pertaining to eligibility for receipt of Title IV-E funds, including those listed at Attachment 1 and Attachment 6, hereto.
- 1.6 Facility Monitoring.** Contractor shall adopt and implement a policy and/or contractually require all Claimants to implement a plan for fiscal and programmatic monitoring of Facilities serving Clients, under the care, custody and control of its' Claimants.
- 1.6.1** The monitoring plan shall be designed to ensure that the following primary service goals are met: (a) assessing the service and treatment needs of each Client; (b) matching each Client's needs with an appropriate service level; (c) authorizing service levels consistent with identified treatment and service needs within the 24-hour care settings, in accordance with the Minimum Standards; and (d) continuing service and treatment needs of Clients with minimal disruption. The monitoring plan must include, but not be limited to, the following:
- 1.6.1.1** An annual site review;
 - 1.6.1.2** Detection of compliance errors that may result in failure to provide adequate services, potential harm to Clients, or diversion of resources intended to benefit Clients;
 - 1.6.1.3** Performance of facility monitoring by persons with appropriate licensure, skills and/or credentials. Facility monitoring must be performed by persons or entities that have no personal or business interest that creates or might create a conflict of interest with the Facility, with any Claimant making payments to the Facility, or with Contractor;
 - 1.6.1.4** Detailed procedures for remediating any noncompliance by the monitored Facility.
- 1.6.2** Contractor will adopt and implement a plan for monitoring Claimants' compliance with the requirements set forth at Sections 1.4 and 1.5 and will provide compliance reports to DFPS upon request.
- 1.7 Monthly Caseworker Visits.** Contractor will establish standards consistent with DFPS standards for the content and frequency of caseworker visits for Clients who are in foster

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care, which, at a minimum, ensure that the Clients are visited on a monthly basis and that the caseworker visits are well-planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the Clients. DFPS must comply with the federal requirement that at least 90 percent of the Clients in foster care under the responsibility of the State are visited by their caseworkers on a monthly basis, and that the majority of the visits occur in the residence of the Client. Contractor has provided DFPS a plan to maintain the 90 percent compliance level on caseworker monthly visits, e.g. ensuring that 90% of all children in foster care are visited by their (case) workers each and every month, with a majority of the visits occurring in the residence of the child, in a format determined by DFPS.

- 1.8 Documentation of Claimant Processes.** Contractor shall maintain documentation of the methodology by which each Claimant performs the following tasks: (i) determination of eligibility of candidates for Title IV-E services; (ii) determination of allocated costs allowable as Title IV-E expenses; and (iii) determination of allowable Title IV-E expenses. This documentation will be made available to DFPS upon request.
- 1.9 Article Ride V, Rider 8.** Pursuant to S.B. 1 Texas 85th Regular Legislative Session, Article V Rider 8 DFPS and TJJD will coordinate to maximize the use of Title IV-E Federal Funds to the extent authorized or allowed by state and federal law.

ARTICLE 2 - COST ALLOCATION PLAN

- 2.1** DFPS requires Contractor to submit for approval a Cost Allocation Plan (CAP). This CAP shall provide a narrative description of Contractor's organization and the procedures Contractor will use in identifying, measuring, and allocating or assigning Contractor costs incurred in support of all programs administered or supervised by Contractor. The CAP must include a description of all costs except expenditures for financial assistance, medical vendor payments, and payments for services and goods provided directly to Clients. The CAP shall be prepared in accordance with principles and procedures prescribed in OMB Circular A-87 and Subpart E of 45 CFR Part 95, referenced in Attachment 1.
- 2.2** This CAP must be submitted and approved by DFPS, prior to reimbursement of administrative expenses and by December 31st of each year this contract is in effect
- 2.3** Contractor shall require its Claimants to submit to Contractor for review, a Cost Allocation Plan (CAP). This CAP shall provide a narrative description of the Claimant's organization and the procedures the Claimant will use in identifying, measuring, and allocating or assigning Claimant costs incurred in support of all programs administered or supervised by the agency. The CAP must include a description of all costs except expenditures for financial assistance, medical vendor payments, and payments for services and goods provided directly to Clients. The CAP shall be prepared in accordance with principles and procedures prescribed in OMB Circular A-87 and Subpart E of 45 CFR Part 95, referenced in Attachment 1. Contractor shall ensure the CAP is reasonable and allowable and forward to DFPS for approval.

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- 2.4** The CAP must be submitted for administrative costs only – this excludes Client services such as financial assistance (cash, food stamps), medical vendor payments (payments to doctors, hospitals, etc. for medical services) and goods and services paid for Clients.
- 2.5** Contractor shall fund the state-share portion of the cost, including, but not limited to, wages, employee benefits, reimbursable expenses and administrative overhead, of one full time equivalent (FTE) Title IV-E eligibility specialist employed by DFPS.

ARTICLE 3 - CLAIMS PROCESSING

- 3.1 Identification of Qualified Clients.** Contractor will provide the required eligibility information and documentation and shall submit to DFPS a Foster Care Assistance Application for each child who appears to meet Title IV-E eligibility criteria, in accordance with 37 TAC §347.7(a) and (b).

- 3.1.1** Such application shall indicate whether the applicant receives assistance from any of the following programs: TANF; Medicaid; Food Stamps; or Supplemental Security Income. Information regarding the youth's family income and resources will be included in the application.

DFPS will verify income from a parent, stepparent, or managing conservator through the electronic data base Data Broker at no charge to TJJD or the local juvenile probation department. If there is a conflict between Data Broker and the foster care application, TJJD will be allowed to submit additional documentation such as paychecks, tax returns, and paystubs so that a comparison between the information in Data Broker and the additional documentation can be made by DFPS before a Title IV-E determination is made.

- 3.1.2** In the event DFPS requests additional information to make an eligibility determination, Contractor will provide such additional information within 15 days following receipt of such request.

- 3.1.3** Within 30 days following receipt of the complete and accurate Foster Care Assistance Application and all required documentation, a DFPS eligibility specialist will notify Contractor in writing of approval or disapproval of the application and the effective date of eligibility for each Client. If the DFPS Eligibility Specialist position becomes vacant, DFPS will work with Contractor to determine alternative timeframes.

- 3.2 Eligibility Redeterminations.** Eligibility for Title IV-E foster care must be redetermined every 12 months. Contractor will submit a Foster Care Assistance Review Packet (Packet), no later than the end of the month following the date a Client has been in foster care for one year. The Packet must include the updated Foster Care Assistance Review and the permanency hearing order.

- 3.3 Required Claims Documentation.** Each claim must include (a) a completed Interagency Transaction Voucher (ITV) requesting Title IV-E reimbursement for allowable administrative, maintenance and training expenditures and (b) a quarterly claim worksheet detailing the reimbursable expenditures. Administrative and training expenditures will be reimbursed in accordance with the DFPS approved Contractor CAP and in accordance

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with the governing citations from state and federal regulations, referenced in Attachment 1 and Attachment 6.

- 3.4 Deadlines for Filing Claims.** Contractor shall file claims within 90 days following the end of each federal fiscal year quarter for the reimbursable expenses paid during such quarter. Claims that are submitted later than the end of the seventh calendar quarter following the date an expense is paid by Contractor or a Claimant will not be reimbursed.
- 3.5 Availability of Funds.** The disbursement of funds to Contractor pursuant to this IAC is at all times contingent on DFPS' receipt of the Title IV-E federal financial participation ("FFP") funds allocated to this IAC. If such funds become unavailable during any budget period, DFPS shall have the right to terminate this IAC, to defer payment to future budget periods or to reduce the amount of funds available hereunder.
- 3.6 Payment of Claims.** DFPS will make reasonable efforts to pass through Title IV-E FFP funds within thirty days following the latter of: (i) receipt from Contractor of allowable and accurate claims and (ii) receipt from USDHHS of Title IV-E funds sufficient to pay such claims.
- 3.7 Address for Filing Claims.** Claims must be delivered to:
Texas Department of Family and Protective Services
Attention: Purchased Client Services
Mail Code E-541
P.O. Box 149030
Austin, TX 78714-9030
- 3.8 Disbursement to Claimants.** Contractor shall have sole responsibility for the disbursement of claim payments to Claimants.

ARTICLE 4 - RECORDKEEPING

- 4.1 Records Retention.** Contractor shall maintain duly certified cost allocation plans, subcontracts and other appropriate contract, financial and program documentation to verify the basis of all claims that are submitted for reimbursement hereunder. Contractor shall retain all financial and programmatic records, monitoring reports, supporting documents, statistical records, and other records pertaining to this IAC or to the services provided by Contractor pursuant to this IAC for a minimum of five (5) years after the termination of the IAC period, or for five (5) years after the end of the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the five (5) year period expires, Contractor will keep the records and documents for not less than five (5) years and until all litigation, claims, or audit findings are resolved by a final order or by written agreement. IAC period means the beginning date through the ending date specified in the original IAC; renewals are considered to be separate IAC periods.
- 4.2 Access to Records.** State Auditor's Office, HHSC, USDHHS, the Comptroller General of the United States, DFPS, and any of their authorized representatives, shall have the right of access to all of Contractor's records which are pertinent to this IAC, the services performed hereunder, and all claims filed hereunder, in order to make audits,

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examinations, excerpts, and transcripts.

- 4.3 Cooperation with Audits.** Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to this IAC, which may be conducted by State Auditor's Office, DFPS, HHSC, USDHHS or their authorized representatives.

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REPAYMENT OF FUNDS

- 4.4 4.4 Federally Required Repayments or Penalties.** Contractor shall be responsible for federal disallowances or penalties resulting from any disallowance or costs for cases that are claimed through or related to this IAC that DFPS must: (1) repay any Title IV-E funds, or (2) make any related penalty or other payments. In the event that DFPS is required to make such payment(s), Contractor shall repay the costs associated with all cases that are claimed through this contract and any other penalty. DFPS may immediately deduct/recoup such entire payment owed by Contractor against the amounts otherwise payable from DFPS to Contractor to the extent and until such entire payment amount has been credited. DFPS shall notify Contractor of the reason for and calculation of, as well as any such deductions of any such payment amount for which Contractor is responsible.
- 4.5 4.5 Calculation of Repayment.** Contractor's share of any such required federal repayment or penalty shall be equal to the sum of: (i) all disallowed costs associated with cases claimed through this IAC plus (ii) a proportionate share of any DFPS administrative or programmatic expenses disallowed as a result of extrapolated audit exceptions. The proportionate share of such expenses shall be determined using a percentage: the numerator of which is the aggregate sum of disallowed costs pertaining to Contractor claims during the relevant audit period, and the denominator of which is the aggregate sum of disallowed costs for all Title IV-E funds provided to DFPS during the same audit period.
- 4.6 4.6 Repayments.** To the extent, if any, that DFPS requires a reimbursement from Contractor in place of the deduction in section 4.4, Contractor shall transmit funds to cover such reimbursement amount to DFPS via Interagency Transfer Voucher, including recurring Transaction Index (RTI), and Contractor will transmit such funds within no more than thirty (30) days from the date of Contractor's receipt of notice to do so from DFPS. To the extent, if any, Contractor fails to make such reimbursement by the last date of the thirty (30) day period to do so, DFPS may immediately exercise its rights under Section 9 of the IAC.
- 4.7 4.7 Survival.** The provisions of Article 4 shall survive the termination or expiration of this IAC.